

NEW LOOK

AGENCY INFLUENCER TERMS AND CONDITIONS

1. TERMS

These Agency Influencer Terms and Conditions ("Terms") together with the Purchase Order and Brief form our Agreement with the Company.

2. DEFINITIONS

2.1 In these Terms, in addition to the definitions used in the Brief, we use the following definitions:

"**Brief**" – the separate document provided to you detailing the Services, the Fee and incorporating these Terms;

"**Deemed Employment**" means an engagement to which Chapter 10 of Part 2 of the Income Tax (Earnings and Pensions) Act 2003 applies.

"**Fee**" – the fees to be paid to the Company for the Services as set out in the Brief.

"**Image**" - in relation to any person, their name, likeness (irrespective of how this is recorded, for example, photo or film) or voice.

"**Liability**" -all losses, claims, damages, liabilities, fines, interest, penalties, costs, charges, expenses, demands and legal and other professional costs (calculated on a full indemnity basis) and Liabilities shall be construed accordingly.

"**Material**" - any materials (e.g. any photo, film or video, musical work or sound recording, graphic work, literary work regardless of medium or format) created or provided by the Company (including, for the avoidance of doubt, that of the Talent in connection with the Services) in the course of providing the Services to New Look including: (a) materials that are commissioned by New Look and created by the Company ("**Commissioned Materials**") and/or (b) materials that the Company has previously created and are provided by the Company to New Look ("**Existing Materials**") and/or (c) materials that have been or are created by a third party provided by the Company to New Look ("**Third Party Materials**"). This includes any such material or information which is posted or otherwise communicated to the public by the Company (and the Talent), including via any blog, sharing platform such as YouTube or on social media.

"**Talent**" – the influencer named in the Brief.

"**Working Day**" - means Monday to Friday, not including weekends or public holidays in the UK.

2.2 An obligation on the Company to do, or refrain from doing, any act or thing shall include an obligation on the Company to procure that the Talent also do, or refrain from doing, such act or thing and the Company shall be liable for all acts and omissions of the Talent as if they were its own acts or omissions.

3. TERM

This Agreement will be treated as commencing on the Effective Date set out in the Brief and will last for the period specified in the Brief.

4. SERVICES

4.1 The Company will provide the Services for the benefit of New Look in order to promote the Product in the Campaign (as set out in the Brief).

4.2 The Company will provide the Services in accordance with the Brief and these Terms.

4.3 The Company will ensure that all Materials shall: (a) not feature or refer to any brand names, logos, emblems or

products that do not belong to New Look; (b) not include anything that might reasonably be considered offensive, indecent or unlawful, or that might reasonably be considered to bring New Look into disrepute; and (c) comply with all applicable laws and advertising regulations, and be communicated to the public in a way which is transparent and makes clear to users that Company have a commercial relationship with New Look.

4.4 In the event of delay, cancellation or postponement, due to circumstances other than force majeure Company shall only be entitled to payment on a pro rata basis for the Services successfully completed.

4.5 New Look reserves the right at its discretion to require the Company at the Company's cost to either remedy or re-perform any of the Services which the Company has failed to provide in accordance with this Agreement. Any exercise by New Look of its rights under this clause 4.5 does not affect any other rights and remedies it may have under this Agreement or otherwise.

4.6 **The Company warrants (and the Company shall procure that the Talent) will familiarise itself and comply with the relevant Advertising Standards Authority guidance on blogging and vlogging and make sure that the Company (and Talent) comply with it in the course of providing the Services. In particular, the Company (and Talent) should comply with the Committee of Advertising Practice's Influencers Guide (<https://www.asa.org.uk/resource/influencers-guide.html>) and ensure that #ad is prominently displayed at the beginning of posts where applicable.**

5. USE OF TALENT IMAGE AND MATERIAL

5.1 The Company hereby irrevocably grants to New Look worldwide the Company's consent to make the fullest use of the Material (and any extracts from the Material) and Talent Image in any and all media worldwide in accordance with the usage rights set out in the Brief.

5.2 New Look shall have the right in its reasonable discretion to determine the final form of any Materials used by New Look including the right to edit, copy, add to, take from, translate, amend and adapt the Materials as New Look see fit without any requirement for approval or payment of any additional fee.

5.3 The Company acknowledges and agrees that New Look cannot control the way in which the Materials, once communicated to the public, are used or reported, and shall not be expected to do so.

5.4 The Company will comply with all reasonable requests from New Look in relation to the making or production of any Materials that form part of the Services (including but not limited to wearing our clothing that New Look require Talent to wear whilst providing the Services).

5.5 For the avoidance of doubt, the intellectual property rights in any content that is created by New Look or a third party engaged by New Look, as part of the Services, during photoshoots or otherwise, will be wholly owned by New Look.

6. FEES AND PAYMENT

6.1 In consideration for the provision of the Services New Look shall pay the Company the Fee in accordance with this clause 6.

6.2 The Fee will be due as set out in the Brief. If the Brief does not set out when the Fee is due, it shall be payable in arrears upon completion of the Services.

- 6.3 The Company shall invoice New Look for the Fee (or any part of it) as the Fee (or part) becomes due. New Look will pay the Company invoices within 60 days from the end of the month to which the invoice is received provided always that New Look receives a valid and proper VAT invoice in the correct format (such format to be agreed with New Look) clearly stating the relevant New Look Purchase Order number.
- 6.4 In addition to the Fee, and subject to the prior approval in writing by New Look, New Look will pay for Talent's reasonable expenses incurred in providing the Services, including travel and accommodation costs, provided that all such costs are substantiated by reasonable evidence
- 6.5 Except as otherwise expressly set out in this Agreement the sums payable under this Agreement shall be inclusive of all fees including without limitation usage fees, repeat and re-use fees, any relevant personal taxes, goods or service taxes, pension, equity or other performers guild fees or contributions, national insurance or social security contributions and any other monies but excluding VAT which might become due or payable by the Company in the UK or any equivalent payment that might become due anywhere else in the world.
- 6.6 New Look may set off any sums due from the Company to New Look against any payments due from New Look to the Company under this Agreement.
- 6.8 If either party fails to pay the other party any amounts on the date in which they fall due then subject to that party giving prior written notice to the other party of its intention to charge interest on the overdue payment that party may charge interest at 2% per annum above the base rate of the Bank of England at the time on all unpaid amounts from the date notice is given.
7. WARRANTIES
- The Company warrants that: (a) the Company (including Talent) is not subject to any prior or existing contractual or other obligation that prevents, restricts, limits, conflicts with or in any way affects the Company's capacity to: (i) enter into this Agreement; (ii) provide the Services; or (iii) grant any rights or perform any obligations under this Agreement; (b) the use by New Look of Talent Image and the Materials in accordance with this Agreement shall not infringe the intellectual property rights or any other rights of any third party; (c) the Company will provide the Services: (i) with reasonable care and skill; and (ii) in a competent and professional manner; (d) the Company will comply with New Look's policy on modern slavery and anti-bribery as may be issued by New Look and as may be amended from time to time; (e) Talent is eighteen years of age or older and if required to do so by New Look, agree to provide New Look with evidence to confirm the same; (f) the Material (save to the extent that it incorporates material provided by New Look or any other party engaged by New Look for that purpose) will be wholly original to the Company (including Talent) and will not infringe the copyright or any other rights of any third party; (g) the Material will not contain any defamatory matter nor breach any contract, law or duty of confidentiality, nor constitute contempt of court provided that New Look shall not be entitled to bring any claim against the Company in respect of any material provided by New Look unless it was included as a result of the Company's (or Talent's) malice.
8. STATUS AND AUTHORITY
- 8.1 The relationship of the Company to New Look will be that of an independent contractor and nothing in this Agreement shall render it or the Talent an employee, worker, agent or partner of New Look and the Company shall procure that the Talent shall not hold themselves out as such.
- 8.2 This Agreement constitutes a contract for the provision of services and not a contract of employment and the Company shall be fully responsible for and shall indemnify and keep New Look fully and effectively indemnified and hold New

Look harmless from any Liability incurred by New Look in respect of:

- 8.2.1 any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the Services, or any payment or benefit received by the Talent in respect of the Services where such recovery is not prohibited by law;
- 8.2.2 that which New Look may be called upon to account for to HMRC and the disallowance of any VAT charged in respect of the Services as allowable input tax for New Look in connection with or in consequence of any such liability, deduction, contribution, assessment or claim;
- 8.2.2 any claim by the Talent in respect of any purported employment rights; and
- 8.2.3 any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Talent against New Look arising out of or in connection with the Services except where such claim is as a result of any act or omission of New Look.
- 8.3 The Company will (and will procure that the Talent will) promptly give to New Look all such information and documentation as it may reasonably require at any time in order to determine whether the engagement of the Talent is or will be Deemed Employment and, if New Look does so determine, in order to comply with any obligation on New Look to deduct tax or national insurance contributions from the fees due under clause 6. The Company will, and will procure that the Talent will, promptly inform New Look of any change to any information or documentation previously provided in compliance with this clause and shall also promptly provide any other information or documentation that it considers (or ought reasonably to consider) to be materially relevant to determining whether the engagement of the Talent is Deemed Employment. The Company will pass on any status determination on Deemed Employment to the Talent as requested by New Look.
- 8.4 The Company warrants that it is not nor will it prior to the cessation of this Agreement, become a managed service company, within the meaning of section 61B of the Income Tax (Earnings and Pensions) Act 2003.
9. RESTRICTIONS
- 9.1 The Company shall not (and neither shall the Talent) during the Term of this Agreement (a) publish or cause to be published by way of comment or otherwise anything derogatory about New Look, the Campaign or the Products; (b) behave in any manner which may reasonably be considered prejudicial to New Look or either of our legitimate interests such that New Look (acting reasonably) would no longer wish to continue its association with the Company.
- 9.2 Except as otherwise specified in the Brief, the Company (and shall procure that the Talent) shall not during the Term of this Agreement remove or take down or cause to be removed or taken down, any Material posted online or on social media or otherwise communicated to the public.
10. CONFIDENTIALITY AND DATA PROTECTION
- 10.1 The Company (and the Company shall procure that the Talent) shall keep confidential any confidential information which New Look supply to the Company in connection with this Agreement and New Look shall do the same in relation to any confidential information which the Company supply to New Look. Confidential information will include the terms of this Agreement and all information marked as being confidential and any other information which ought reasonably to be assumed to be confidential. The obligations as to confidentiality in this Agreement will not apply to any information which: (a) is available to the public other than because of any breach of this Agreement; (b) is, when it is supplied, already known to whomever it is disclosed to in circumstances in which they are not prevented from disclosing it to others; (c) is independently obtained by

- whomever it is disclosed to in circumstances in which they are not prevented from disclosing it to others; or (d) is required to be disclosed by law or by any court or tribunal with proper authority to order its disclosure. For the purposes of the Data Protection Act 2018 ('the DPA'), as amended, the Company agrees and consents to New Look holding and processing personal data relating to Company in any form, whether electronically or otherwise, provided that New Look complies at all times with all applicable data protection laws and best practices.
- 10.2 Neither the Company or the Talent is authorised to process any Personal Data on behalf of New Look without the express written permission of New Look and is not appointed as a Data Processor on behalf of New Look for the purposes of the DPA.
- 10.3 The Materials shall not include any Personal Data of any third party.
- 10.4 For the purposes of the DPA, the Company agrees that it will, prior to the commencement of this Agreement notify the Talent, that New Look will be a 'Data Controller' in respect of its processing of Personal Data (electronically and in any other form) relating to the Talent. If required by New Look, the Company agrees that it will procure the consent of the Talent for the processing of his/her Personal Data and provide evidence of the Talent's consent to New Look.
- 10.5 New Look agrees that in processing the Talent's Personal Data it shall at all times comply with the DPA and shall only use such Personal Data for the purposes related to this Agreement.
- 10.6 For the purposes of this clause 10, the meaning given to "Personal Data", "Data Controller" and "Data Processor" shall be as defined in the DPA.
11. ANTI-BRIBERY AND MODERN SLAVERY
- 11.1 It shall be a condition of this Agreement that, each party have and shall at times (including during pre-contract negotiations) comply with all applicable laws, regulations and codes relating to anti-bribery and anti-corruption, including but not limited to, the terms of the Bribery Act 2010. Neither party shall do any act or omit to do anything which would cause the other party to commit an offence under the Bribery Act 2010.
- 11.2 The Company will comply with all applicable laws, regulations, codes and sanctions relating to modern slavery, forced labour and human trafficking including the Modern Slavery Act 2015 and not do anything which would constitute an offence under the Modern Slavery Act 2015 if it had been done in the UK and the Company shall notify New Look immediately in writing if the Company becomes aware or has reason to believe that it or any of its officers, employees, agents or subcontractors have breached or potentially breached any of the Company's obligations under this clause.
12. ANTI-TAX EVASION FACILITATION
- 12.1 The Company will not engage in any activity, practice or conduct which would constitute either a UK Tax Evasion Offence or a Foreign Tax Evasion Offence under the Criminal Finance Act 2017.
- 12.2 The Company will comply with New Look's Tax Evasion - prevention policy as may be amended from time to time and not do, or omit to do, anything that will cause New Look to be in breach of the policy.
13. TERMINATION
- 13.1 Either party may terminate this Agreement by giving not less than one month's notice to the other party.
- 13.2 Either party may terminate this Agreement immediately by notice to the other party if: (a) the other party commits a material breach of any term of this Agreement and it is not possible to remedy that breach; or (b) the other party commits a material breach of any term of this Agreement concerned and it is possible to remedy that breach, but the other party fails to do so within 48 hours days of being asked to do so. This clause 13.2 shall not apply to any non-payment by New Look, which shall be governed by clause 13.3 (so that the Company may only terminate this Agreement due to non-payment by New Look in accordance with clause 13.3).
- 13.3 The Company may terminate this Agreement immediately by notice to New Look if: (a) New Look have failed to pay any sum due under this Agreement by the date on which it is supposed to have been paid in accordance with this Agreement; (b) the Company have notified New Look that the sum is overdue and that, if it remains unpaid for a further 30 days, the Company intend to terminate this Agreement; and (c) the sum has remained unpaid for a further period of 30 days following the date of the notice from the Company under clause (b) above.
- 13.4 New Look may terminate this Agreement immediately in the event of any breach of Clause 9, if the Company (including the Talent) is the subject of any adverse publicity as a result of which New Look reasonably consider (in our or its sole discretion) that the continued association with the Company (or the Talent) may cause damage to New Look's reputation or if the Company (or the Talent) fail, refuse or neglect to perform any of the Company obligations under this Agreement or are otherwise in breach of any material obligation undertaking or warranty in this Agreement .
- 13.5 Termination of this Agreement will not affect any accrued rights or liabilities which either party may have by the time termination takes effect. New Look shall remain entitled to all rights granted or assigned to it under this Agreement.
- 13.6 The Company (and the Company shall procure that the Talent) must not at any time after the termination of this Agreement represent itself as being interested in or employed or engaged by or in any way connected with New Look.
14. INDEMNITIES
- 14.1 The Company will indemnify and keep New Look fully and effectively indemnified and hold New Look harmless from and against any loss (including reasonable legal fees) or damage suffered or incurred by New Look as a result of any claim arising out of or in connection with the Company's breach of this Agreement.
15. INSURANCE
- 15.1 The Company shall (at its own expense) maintain insurance to cover the Company's potential liability to New Look pursuant to the terms of, or in connection with, this Agreement in accordance with good industry practice and applicable, during the Term of this Agreement and for six (6) years after this Agreement expires or terminates.
- 15.1 The Company shall provide evidence of the insurance which it is obliged to maintain under clause 15.1 on written request.
16. OTHER TERMS
- 16.1 The Company may not assign or sub-contract any of the Company's rights or obligations under this Agreement without New Look's consent.
- 16.2 Neither party will be liable to the other for any breach of this Agreement which arises because of any circumstances which that party cannot reasonably be expected to control.
- 16.3 The Company acknowledges that in the event of any breach of any of the terms of this Agreement by New Look, the Company's sole remedy shall be an action at law for damages and in no event shall the Company be entitled to rescind this Agreement or receive any injunctive or other equitable relief which may affect New Look's ability to exploit the Material or the Services. In no event shall the liability of New Look under or in connection with this Agreement exceed the Fee.
- 16.4 New Look shall not be liable for (a) any claim for loss of publicity or opportunity to enhance Talent's reputation even if New Look delay or abandon production or exploitation of the Content or the use of Talent's performance or cancel any Promotional Services; or (b) any consequential, indirect or special loss or damage.

- 16.5 All notices and consents relating to this Agreement must be in writing. All variations to this Agreement must be agreed, set out in writing and signed on behalf of both parties before they take effect.
- 16.6 This Agreement sets out all of the terms that have been agreed between the parties in relation to the subjects covered by it. No other representations or terms shall apply or form part of this Agreement.
- 16.7 This Agreement is governed by English law. Both parties irrevocably submit to the exclusive jurisdiction of the English courts in relation to any dispute concerning this Agreement.